

NEW APPLICATION
ORIGINAL MILLER ISAR INC.
TRUSTED ADVISORS



0000108708

RECEIVED

ANDREW O. ISAR

4423 POINT FOSDICK DRIVE, NW
SUITE 306

GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 866.474.3630
WWW.MILLERISAR.COM

2010 FEB 24 10 3 53

DOCKET CONTROL

Via Overnight Delivery

February 25, 2010

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street, Room 108
Phoenix, Arizona 85007-2996

T-20728A-10-0072

Re: Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services

Dear Sir/Madam:

Enclosed for filing with the Arizona Corporation Commission are an original and thirteen (13) copies of United Telecom, Inc. dba Rodeo Telecom, Inc.'s *Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services* ("Application") to provide competitive telecommunications services throughout the State of Arizona.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy of this Application and transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.



Andrew O. Isar

Enclosures

Regulatory Consultants to
United Telecom, Inc. dba Rodeo Telecom, Inc.

Arizona Corporation Commission
DOCKETED

FEB 26 2010

DOCKETED BY	
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NEW APPLICATION

T-20728A-10-0072

**APPLICATION
CERTIFICATE OF CONVENIENCE & NECESSITY**

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone ("COPT") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated July 9, 2009. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

Arizona Corporation Commission
DOCKETED

FEB 26 2010

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RECEIVED
2010 FEB 26 10 35
ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

For Docket Control Only:
(Please Stamp Here)

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Docket No.: _____ Date: _____ Date Docketed: _____

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- ☒ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☐ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☐ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☐ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- ☐ Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

United Telecom, Inc. dba Rodeo Telecom, Inc.
3550 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
Telephone: 213.381.7160
Facsimile: 888.381.5904
Email: unitedtelecomca [at] yahoo [dot] com
Web Site: www.utelinc.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Applicant will do business in Arizona as "Rodeo Telecom, Inc."

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Mr. Imtiaz Hossain
3550 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
Telephone: 213.381.7160
Facsimile: 888.381.5904
Email: unitedtelecomca [at] yahoo [dot] com
Web Site: www.utelinc.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Andrew O. Isar
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474
Electronic Mail: aisar [at] millerisar [dot] com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

Mr. Imtiaz Hossain
3550 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
Telephone: 213.381.7160
Facsimile: 888.381.5904
Email: unitedtelecomca [at] yahoo [dot] com
Web Site: www.utelinc.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- ☐ Sole proprietorship
- ☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- ☐ Limited Liability Company: _____ Arizona, _____ Foreign
- ☒ Corporation: X "S", _____ "C", _____ Non-profit
- ☐ Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (*specify*).
3. Indicate percentages of ownership of each person listed in A-8.2.

Please refer to Attachment A.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (*reference by Tariff page number*).
2. Tariff Maximum Rate and Prices to be charged (*reference by Tariff page number*).
3. Terms and Conditions Applicable to provision of Service (*reference by Tariff page number*).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (*reference by Tariff page number*).
5. The proposed fee that will be charged for returned checks (*reference by Tariff page number*).

Please refer to Attachment B.

(A-10) Indicate the geographic market to be served:

☒
☐

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Please refer to Attachment C.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment. ☐
3. Copy of the Court order, if applicable.

With the singular exception of the matter addressed in exhibit B1, neither Applicant nor any of its officers, directors, partners, or managers have been or are currently involved in any civil or criminal investigation, nor have judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒ Yes

☐ No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

☒ For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☐ Yes

☒ No

☐ If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

☐ Yes

☐ No

☐ If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☐ Yes

☐ No

☐ If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☐ Yes

☐ No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Applicant is an established entity that is profitable and financially viable. Applicant has extensive experience in providing telecommunications services and has been granted intrastate operating authority as a competitive interexchange carrier in multiple states. Further, Applicant does not collect deposits or advanced payments. Imposition of a bond is unnecessary to protect users of Applicant's service as Applicant imposes no risk to the Public.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

Please refer to draft publication Notice, attached hereto as Attachment C.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

☒ Yes

☐ No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

MCI (Verizon)

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

In no instance has Applicant had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Applicant has been a successful provider of telecommunications services since its inception in 2007. Applicant maintains authority to provide, and provides, interexchange telecommunications services in California, Colorado, Florida, Georgia, Idaho, Iowa, Indiana, Kansas, Kentucky, Louisiana, Minnesota, Montana, Nebraska, North Carolina, Oregon, Utah, Washington, Wisconsin, and West Virginia.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Applicant is not affiliated with any entity, as defined in R14-2-801, that is an alternative provider of services provided by applicant.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☒ Decision # 64178 Resold Long Distance
- ☐ Decision # 64178 Resold LEC
- ☐ Decision # 64178 Facilities Based Long Distance
- ☐ Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

- ☒ Yes ☐ No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

Please refer to attachment D.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Applicant is not owned by a parent corporation and will not rely on the financial resources of a parent company, accordingly.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

Applicant projects total revenue generated by the provision of interexchange telecommunications services generated from Arizona for the first twelve months following certification to be \$5,000.00.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Applicant projects operating expenses to be incurred during the first twelve months of providing telecommunications to be a minimum of \$4,000.00.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

Applicant's estimated assets located in the State of Arizona for the first twelve months of operation is zero, as Applicant will not maintain facilities or assets in Arizona.

4. If the projected value of all assets is zero, please specifically state this in your response.

Please refer to response to item B-4(3), *supra*.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Inapplicable.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES Applicant does not seek local exchange authority.

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐

Yes

☒

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Inapplicable

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐

Yes

☐

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Inapplicable

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

☐

Yes

☐

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

☐

Yes

☐

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

☐

Yes

☐

No

I certify that the Applicant is a foreign corporation or partnership; I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

February 24, 2010

(Date)

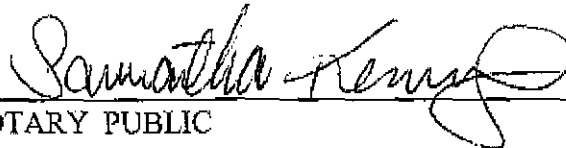
Imtiaz Hossain

(Print Name of Authorized Representative)

Vice-President

(Title)

SUBSCRIBED AND SWORN to before me this 24th day of February, 2010



NOTARY PUBLIC

My Commission Expires Dec 31, 2013



RIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

**Of
United Telecom, Inc. dba Rodeo Telecom, Inc.**

ATTACHMENT A

A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.

A copy of Applicant's Certificate of Authority as a Foreign Corporation is attached hereto. In that the Company was granted Certificate of Authority on January 29, 2010, the original Certificate as opposed to a Certificate of Good Standing is attached.

A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).

The names and titles of Applicant's directors and officers are:

DIRECTOR

Ms. Sapina Qayum

OFFICER

Ms. Sapina Qayum

OWNERSHIP

<u>Owner</u>	<u>Shares</u>	<u>Percentage of Ownership</u>
Ms. Sapina Qayum	100	100%

COMMISSIONERS
KRISTINK MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP



ARIZONA CORPORATION COMMISSION

ERNEST G. JOHNSON
Executive Director

JEFF GRANT
Director
Corporations Division

January 29, 2010

RE: RODEO TELECOM INC. (FN)
File Number: F15777000

We are pleased to notify you that the Application for Authority to transact business or conduct affairs in Arizona for the above-referenced entity HAS BEEN APPROVED.

You must publish a copy of the Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is enclosed and is also posted on the Commission website. Publication must be completed WITHIN 60 DAYS after January 29, 2010, which is the date the document was approved for filing by the Commission. The corporation may be subject to revocation of authority if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

Corporations are required to file an Annual Report with the Commission. Your Annual Report is due on 01/22/2011, and on the anniversary of that date each subsequent year. It is your responsibility to file the corporation's Annual Report by the deadline each year. You can visit our website at www.azcc.gov/divisions/corporations to electronically file your annual report. You can also complete the form online, print it out and mail it in, or you can call the Annual Reports section at 602-542-3285.

Corporations must notify the Commission immediately, in writing, if they change their corporate address, statutory agent, or statutory agent address. Address change orders must be signed by a duly authorized corporate officer. A forwarding order placed with the U.S. Postal Service is not sufficient to change your address with the Commission.

We strongly recommend you periodically monitor your corporation's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you have questions or need further information please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

Sincerely,
Yvonne Contreras
Examiner, Corporations Division

CF:07
REV. 01/2009



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DO NOT PUBLISH
THIS SECTIONAZ CORPORATION COMMISSION
FILED

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach a Trade Name Certificate. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state "not applicable".

8. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a physical street address/location.

JAN 22 2010
E-1571700-0
FILE NO. Pursuant to A.R.S. Title 10, Chapter 15 and 38

APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS
IN ARIZONA

The name of the corporation is: UNITED TELECOM INC.

A(n) California Corporation
(State, Province or Country)

☒ We are a foreign corporation applying for authority to transact business in the state of Arizona.

1. The exact name of the foreign corporation is:
UNITED TELECOM INC.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

RODEO TELECOM INC. (FN)

2. The name of the state, province or country in which the foreign corporation is incorporated is:
California

3. The foreign corporation was incorporated on the 15TH day of October
2004 and the period of its duration is: perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

3550 Wilshire Blvd., 17th Floor

Los Angeles, CA 90010

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:
National Registered Agents, Inc.

638 North Fifth Avenue

Phoenix, AZ 85003

Corporate Resolution

WHEREAS, the Company United Telecom Inc. is using the fictitious name Rodeo Telecom Inc. as of December 31, 2009, because the company name is not available for use in the State of Arizona,

NOW, THEREFORE, BE IT RESOLVED, THAT THE Company is hereby authorized to use the fictitious name "Rodeo Telecom Inc." in any state where the Company is prohibited from using its true name, including, but not limited to, the state of Arizona.



Imtiaz Hossain, Corporate Secretary

DO NOT PUBLISH
THIS SECTION

5.b. Indicate in which address the Annual Report should be mailed.

6. If the purpose of your corporation has any limitations please indicate. If not, state no limitations or leave blank.

9. The total number of shares authorized (not issued) cannot be blank or "Not Applicable." Number must match Article of Incorporation in domicile state.

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:

5.b. The Annual Report and general correspondence should be mailed to the address specified above in section 4 V or 6a _____

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state, province or country under whose law the foreign corporation is incorporated, with the following limitations if any:

7. The names and business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

Name: Sapina Quayum President/Director [Title]

Address: 3550 Wilshire Blvd., 17th Floor

City, State, Zip Los Angeles, CA 90010

Name: Imtiaz Hossain V.Pres/Sec/Director [Title]

Address: 3550 Wilshire Blvd., 17th Floor

City, State, Zip Los Angeles, CA 90010

Name: _____ [Title]

Address: _____

City, State, Zip _____

8. The foreign corporation is authorized to issue 100,000 shares, itemized as follows: (Attach additional sheets if necessary.)

100,000 shares of common [class or series] stock at
0 no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at
no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at
no par value or par value of \$ _____ per share.

**DO NOT PUBLISH
THIS SECTION**

4. The total number of shares issued cannot be blank or "Not Applicable" if no shares have been issued, put the word "none" or "zero" or the number 0. Include only shares actually issued in this section.

The Application must be accompanied by the following:
QA Certificate of Disclosure, executed within 60 days of delivery to the Commission, by a duly authorized officer

QA certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, § 5) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws the corporation is incorporated.

The agent must consent to the appointment by executing the consent.

9. The foreign corporation has issued 100,000 shares, (entered as follows):
100,000 shares of common (class or series) stock at
0 no par value or par value of \$ per share.
 shares of (class or series) stock at
 no par value or par value of \$ per share.
 shares of (class or series) stock at
 no par value or par value of \$ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:
Telecommunications

Dated this day of

Executed by

[Signature]
Duly Authorized Officer or Director

IMTIAZ HOSSAIN VICE-PRESIDENT
[Print name] [Title]

PHONE FAX
[optional] [optional]

ASSISTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 21st day of January 2010

[Signature]
Signature

Carol Shallen, Asst. Secretary
[Print Name]

National Registered Agents, Inc.
[If signing on behalf of a company serving as statutory agent,
print company name here]

PROFIT
CERTIFICATE OF DISCLOSURE
Pursuant to A.R.S. §10-202. (D).

UNITED TELECOM INC.

EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
 - (b) involved the violation of the consumer fraud laws of that jurisdiction; or
 - (c) involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes _____ No X

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.

6. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee, incorporator or holder of over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation served in any such capacity or held a twenty per cent interest in any other corporation in any jurisdiction on the bankruptcy or receivership of the other corporation?

Yes _____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of bankruptcy or receivership.

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I/(we) have examined this Certificate, including any attachments, and to the best of my/(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above.
THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY [Signature]

BY _____

PRINT NAME Imtiaz Hossain

PRINT NAME _____

TITLE Vice President DATE 1-12-10

TITLE _____ DATE _____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CP- 0023 - Business Corporations
Rev: 082008

Arizona Corporation Commission
Corporations Division

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Of

United Telecom, Inc. dba Rodeo Telecom, Inc.

ATTACHMENT B

Applicant's interexchange tariff is attached.

Proposed Rates and Charges for each service offered appear in Applicant's proposed Effective Rate Schedule.

Tariff Maximum Rate and Prices to be charged appear beginning at tariff Sheet No. 31.

Terms and Conditions Applicable to provision of Service appear beginning at tariff Sheet No. 11.

Deposits, Advances, and/or Prepayments Applicable to provision of Service do not appear in the Tariff as these provisions are inapplicable to Applicant's Service.

The proposed fee that will be charged for returned checks appears beginning at tariff Sheet No. 31.

INTEREXCHANGE RESELLER TOLL TARIFF

OF

United Telecom, Inc. dba Rodeo Telecom, Inc.

3550 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by United Telecom, Inc. ("United" or "Company") within the State of Arizona. Company will provide Service in the State of Arizona under the assumed name of Rodeo Telecom, Inc. This Tariff is on file with the Corporation Commission of Arizona ("Commission") and is in concurrence with all applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business; 3550 Wilshire Boulevard, 17th Floor, Los Angeles, CA 90010.

Issued: February 26, 2010

Effective Date:

Issued By:

Imtiaz Hossain

United Telecom, Inc. dba Rodeo Telecom, Inc.
3550 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
213.381.7160

CHECK SHEET

The Title Sheet and subsequent Sheets inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	26	Original
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
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22	Original		
23	Original		
24	Original		
25	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that text has been relocated (**moved**) without change.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: February 26, 2010

Effective Date:

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA interexchange telecommunications Services within the State of Arizona by United Telecom, Inc. dba Rodeo Telecom, Inc.

Company's Services as set forth herein are provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.

This Tariff is governed and interpreted according to the Laws of Arizona.

Issued: February 26, 2010

Effective Date:

Issued By:

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Service

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

Issued: February 26, 2010

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Change

Includes the rearrangement or reclassification of existing service at the same location.

Commission

The Arizona Corporation Commission ("Commission")

Company

United Telecom, Inc. ("United") which in Arizona will provide Service under the fictitious name of dba Rodeo Telecom, Inc.

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment (“CPE”)

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency (“DTMF”)

The pulse type employed by tone dial station sets (touch tone).

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Subscriber

See "Customer" definition.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Suspension

Suspension of service for nonpayment is interruption of outgoing service only.
Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 2. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 3. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Arizona law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. EQUIPMENT AND FACILITIES

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment; or
3. Network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. CUSTOMER RESPONSIBILITIES, Continued

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.
- 2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

- 2.11.1. The Company will comply with the provisions of R14-2-508(B) and (C) with respect to billing format and billing terms for Service. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.
- 2.11.2. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees.
- 2.11.4. Return check charges of \$20.00 may be applied in the event of a financial institution's return of a Customer's check.
- 2.11.5. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty five (45) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

Issued: February 26, 2010

Effective Date:

Issued By:

Imtiaz Hossain

United Telecom, Inc. dba Rodeo Telecom, Inc.
3550 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
213.381.7160

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

2.11.6. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 800.357.7126. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 8:59 a.m. Pacific Time, which will be responded to on the next business day.

2.11.7. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

1. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
2. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, Customers who are not satisfied with the Company's handling of a dispute may contact the Commission at the following address and telephone number:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number: 602.542.4251
Toll Free: 800.222.7000

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY CUSTOMER

- 2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel Service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
1. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 2. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 3. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Nonpermissible Reasons to Disconnect Service

Pursuant to R14-2-509(A), the Company may not disconnect Service for any of the reasons stated below:

1. Delinquency in payment for Services rendered to a prior Customer at the Premises where Service is being provided, except in the instance where the prior Customer continues to reside on the Premises.
2. Failure of the Customer to pay for Services or equipment which are not regulated by the Commission.
3. Residential Service may not be disconnected due to nonpayment of a bill related to another class of Service.
4. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.
5. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.
6. Disputed bills where the Customer has complied with the Commission's rules on complaints.

2.13.2. Disconnection of Service Without Notice

Pursuant to the provisions of R14-2-509(B), the Company may terminate the Service of Customers without notice under the following circumstances:

1. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or
2. The Company has evidence of tampering or evidence of fraud.

The Company will not be required to restore Service until the conditions that resulted in the termination have been corrected to the Company's satisfaction.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.3. Disconnection of Service With Notice

The Company may disconnect a Customer's Service upon five (5) days written notice according to the provisions of R14-2-509(C), below:

1. The Company may disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:
 - A. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
 - B. Failure of the Customer to pay a bill for Service.
 - C. Failure to meet or maintain the Company's credit and Deposit requirements.
 - D. Failure of the Customer to provide the Company reasonable access to its equipment and property.
 - E. Customer breach of Contract for Service between the Company and Customer.
 - F. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
 - G. Unauthorized resale of equipment or Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.4. Termination Notice Requirements

1. The Company will not terminate Service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect Service, except under those conditions specified where advance written notice is not required.
2. Pursuant to the provisions of R14-2-509(D), such advance written notice will contain, at a minimum, the following information:
 - A. The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.
 - B. The Company rule or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
 - C. The date on or after which Service may be terminated.
 - D. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.5. Timing of Terminations with Notice

1. Termination notice shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.
2. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof, or in the case of a violation of the Company's rules, the Customer has not satisfied the Company that such violation has ceased, the Company may then terminate Service on or after the day specified in the notice without giving further notice.
3. The Company may terminate Service on a temporary basis by discontinuing the Customer's line access at the Central Office.
4. The Company has the right (but not the obligation) to remove any or all of its property installed on the Customer's Premises upon the Termination Of Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. ADVANCED PAYMENTS AND DEPOSITS**

The Company does not require from any Customer a minimum cash deposit or other guaranty to secure payment of bills.

2.15. INTERCONNECTION

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system or that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. FULL FORCE AND EFFECT

Should any provision or portion of this tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this tariff will remain in full force and effect.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

- 3.1.1. Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments unless otherwise specified. Fractional billed amounts are rounded up to the next whole cent.

3.2. APPLICATION OF RATES**3.1.1. Timing of Calls**

1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.
3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
4. There is no billing for incomplete calls.

3.1.2. Service Areas

1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.
2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

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SECTION 3 - SERVICES

3.2 PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

3.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 4 – RATES AND CHARGES**4.1. INTEREXCHANGE SERVICE CHARGES****4.2.1. Unlimited Plan**

Customers receive unlimited intrastate, interstate, and Canada calls under a single recurring monthly charge per line.

	Minimum Rate	Maximum Rate
Unlimited Plan, initial line, per month	\$0.99	\$69.99
Unlimited Plan, each additional line, per month	\$0.99	\$69.99

4.2.2. Primary Interexchange Carrier Change Charge

	Minimum Rate	Maximum Rate
Charge, per change	\$0.99	\$19.99

4.2.3. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.4. Returned Check Charge

A charge will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

	Minimum Rate	Maximum Rate
Returned Check Charge	\$5.00	\$35.00

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Effective Date:

SECTION 5 – EFFECTIVE RATE SCHEDULE**5.1. INTEREXCHANGE SERVICE CHARGES****5.1.1 Unlimited Plan**

Unlimited Plan, initial line, per month	\$29.99
Unlimited Plan, each additional line, per month	\$29.99

5.1.2. Primary Interexchange Carrier Change Charge

Charge, per change	\$5.95
--------------------	--------

5.1.3. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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Issued By:

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Effective Date:

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services
Of
United Telecom, Inc. dba Rodeo Telecom, Inc.**

ATTACHMENT B1

Regulatory Action

Since Applicant's incorporation in late 2004, the Company has been the subject of a single regulatory action in Iowa. This action resulted from third party verification provider misapplication of Company-established procedures that had raised questions regarding the Company's compliance with Iowa unauthorized account transfer regulations.

On August 28, 2009, the Iowa Utilities Board found Applicant had committed cramming by failing to provide a valid Third Party Verification (TPV) in File No. C-2009-0172. Staff analyzed the TPV provided by the Company and concluded that there was a discrepancy because Complainant's statements and those of the verifier did not appear to coincide. Applicant fully refunded complainant's payments and returned complainant to the former provider. Although Applicant disputed staff's findings and a subsequent Iowa Office of Consumer Advocate (OCA) Petition for Civil Penalties based on those findings, Applicant entered into a voluntary Settlement Agreement with the OCA, approved by the Board on December 30, 2009. Under the Settlement Agreement, Applicant consented to a civil penalty of \$2,500.00 payable to the Iowa Utilities Board, and provision of verification procedures and confirmation of their implementation to OCA, without admission of wrong doing or violation of Board rules.

Applicant does not engaging in, or in any way condones, the practice of "slamming." Applicant complies with federal slamming regulations in 47 C.F.R. §1100 *et. seq.*, Changes in Preferred Telecommunications Service Providers, and applicable state law and regulation. Applicant has taken additional steps to ensure that its account transfer and verification procedures, and those of its independent verifiers guard against the unauthorized transfer of accounts.

A copy of the Settlement Agreement with the OCA is attached.

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Of

United Telecom, Inc. dba Rodeo Telecom, Inc.

ATTACHMENT C

Draft Publication Notice
(Attached)

**NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND
NECESSITY TO PROVIDE RESOLD
INTEREXCHANGE TELECOMMUNICATIONS SERVICES BY
UNITED TELECOM, INC. dba Rodeo Telecom, Inc.**

United Telecom, Inc. dba Rodeo Telecom, Inc. ("Applicant") has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide discretionary interexchange telecommunications services in the State of Arizona. Applicant will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The application, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona, 85007, and at the offices of Applicant's Regulatory Consultants, Miller Isar, Inc., 4423 Point Fosdick Drive NW, Suite 306 Harbor, Washington 98335.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R 14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission
Attention Docket Control
Re: Consumer Telecom, Inc.
Docket No. T-05NNNA-02-NNNN
1200 West Washington Street
Phoenix, Arizona 85007

All Comments should be received within twenty (20) days of the date of this notice.

If you have any questions about this application or have any objections to its approval, you may contact Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona, 85007, or call 1-800-222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request reasonable accommodations such as sign language interpreter, as well as request this document in an alternative format Shelley Hood, ADA Coordinator, voice phone number (602) 542-3931, E-Mail shood@cc.state.az.us. Requests should be made as early as possible to allow time to arrange the accommodation.

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services
Of
United Telecom, Inc. dba Rodeo Telecom, Inc.**

ATTACHMENT D

**Applicant's audited financial statements for the two (2) most recent years is attached,
including**

- A copy of the Applicant's balance sheet.**
- A copy of the Applicant's income statement.**
- A copy of the Applicant's audit report.**
- A copy of the Applicant's retained earnings balance.**
- A copy of all related notes to the financial statements and information.**

Applicant does not maintain, nor does it require, audited financial statements.

Applicant submits the following financial statements:

Attachments

Balance Sheet: - a/o December 31, 2009 and December 31, 2008

Income Statement: - a/o December 31, 2009 and December 31, 2008

Audit Report As Applicant does not maintain nor require audited financial statements, no audit report is available.

Applicant's retained earnings balance is \$299,080.00 (Balance Sheet a/o December 2009).

NOTE: Applicant considers all financial information to be confidential and proprietary. While Applicant recognizes that the Commission does not routinely grant requests for confidentiality of financial information extended to other forms of confidential materials in Arizona, Applicant respectfully requests that the Commission inform Applicant of requests for access to Applicant's financial information by parties who are not members of the Commission.

12:02 PM
03/11/09

UNITED TELECOM, INC.
Balance Sheet
As of December 31, 2008

	Dec 31, 08
ASSETS	
Current Assets	
Checking/Savings	
Cash in Bank - BOA #4921	201.67
Cash in Bank - BOA #9176	15,365.37
Cash in Bank - BOA #7171	8,660.22
Cash in Bank - US Bank #8788	4,831.78
Total Checking/Savings	29,059.04
Total Current Assets	29,059.04
Fixed Assets	
Furniture & Fixtures	3,323.00
Office Equipment	3,869.60
Less - Accum. Depreciation	(6,917.10)
Total Fixed Assets	275.50
Other Assets	
Due from Stockholders	19,294.38
Organization Cost	140.00
Less - Accum. Amortization	(119.00)
Total Other Assets	19,315.38
TOTAL ASSETS	48,649.92
LIABILITIES & EQUITY	
Equity	
Common Stock	30,000.00
Retained Earnings	14,987.58
Net Income	3,662.34
Total Equity	48,649.92
TOTAL LIABILITIES & EQUITY	48,649.92

UNITED TELECOM, INC.
Income Statement
January through December 2008

	Jan - Dec 08	% of Income
Ordinary Income/Expense		
Income		
Income	1,049,029.31	100.0%
Total Income	1,049,029.31	100.0%
Cost of Goods Sold		
Communication Carriers	499,084.64	47.6%
Total COGS	499,084.64	47.6%
Gross Profit	549,944.67	52.4%
Expense		
Advertising & Marketing	175,564.02	16.7%
Automobile Expense	19,994.21	1.9%
Bank Charges	1,968.00	0.2%
Commissions	450.00	0.0%
Equipment Rental		
Software Rental	11,934.00	1.1%
Total Equipment Rental	11,934.00	1.1%
Freight-out & Delivery	5,000.00	0.5%
Insurance	12,940.23	1.2%
Legal & Professional	9,271.00	0.9%
Maintenance & Repairs	10,918.97	1.0%
Meals & Entertainment	5,433.61	0.5%
Nondeductible Expense	207.00	0.0%
Office	8,025.36	0.8%
Payroll - Officers	66,000.00	6.3%
Payroll - Others	125,034.78	11.9%
Payroll Service	2,688.00	0.3%
Rent	6,395.00	0.6%
Taxes - Licenses & Permits	31,652.29	3.0%
Taxes - Payroll	16,136.38	1.5%
Telephone and Communication	17,410.66	1.7%
Travel	1,987.69	0.2%
Total Expense	529,011.20	50.4%
Net Ordinary Income	20,933.47	2.0%
Other Income/Expense		
Other Income		
Interest Income	1.67	0.0%
Total Other Income	1.67	0.0%

UNITED TELECOM, INC.
Income Statement
January through December 2008

	Jan - Dec 08	% of Income
Other Expense		
Amortization	28.00	0.0%
Depreciation	153.00	0.0%
Income Tax Exp - State	8,958.67	0.9%
Total Other Expense	9,139.67	0.9%
Net Other Income	(9,138.00)	(0.9)%
Net Income	11,795.47	1.1%

UNITED TELECOM, INC.
Balance Sheet
As of December 31, 2009

	Dec 31, 09
ASSETS	
Current Assets	
Checking/Savings	
Cash in Bank - BOA #7171	69,874.54
Cash in Bank - BOA #9176	18,583.14
Cash in Bank - BOA #4921	200,713.06
Cash in Bank - US Bank #8788	9,909.35
Total Checking/Savings	299,080.09
Other Current Assets	
Loans Receivable - IPTV World	1,185.17
Petty Cash	300.00
Total Other Current Assets	1,485.17
Total Current Assets	300,565.26
Fixed Assets	
Furniture & Fixtures	7,823.00
Office Equipment	9,134.80
Machinery & Equipment	7,387.70
Less - Accum. Depreciation	(9,540.53)
Total Fixed Assets	14,804.97
Other Assets	
Organization Cost	140.00
Less - Accum. Amortization	(140.00)
Total Other Assets	0.00
TOTAL ASSETS	315,370.23
LIABILITIES & EQUITY	
Equity	
Common Stock	30,000.00
Retained Earnings	18,649.05
Distribution of AAA	
Contributions	(75,500.00)
Distribution of AAA - Other	(260,024.38)
Total Distribution of AAA	(335,524.38)
Net Income	602,245.56
Total Equity	315,370.23
TOTAL LIABILITIES & EQUITY	315,370.23

UNITED TELECOM, INC.
Income Statement
January through December 2009

	Jan - Dec 09	% of Income
Ordinary Income/Expense		
Income		
Income	2,249,921.65	100.0%
Total Income	2,249,921.65	100.0%
Cost of Goods Sold		
Communication Carriers	508,764.96	22.6%
Total COGS	508,764.96	22.6%
Gross Profit	1,741,156.69	77.4%
Expense		
Advertising & Marketing	414,085.60	18.4%
Automobile Expense	8,101.52	0.4%
Automobile Lease	9,845.97	0.4%
Bank Charges	1,652.72	0.1%
Dues & Subscriptions	29.95	0.0%
Employee Benefits	1,704.00	0.1%
Equipment Rental		
Software Rental	41,649.90	1.9%
Total Equipment Rental	41,649.90	1.9%
Legal & Professional		
Registered Agency	5,052.99	0.2%
Legal & Professional - Other	28,555.04	1.3%
Total Legal & Professional	33,608.03	1.5%
Maintenance & Repairs	150.00	0.0%
Meals & Entertainment	8,236.97	0.4%
Office	20,321.75	0.9%
Outside Service	30,030.00	1.3%
Parking	78.40	0.0%
Payroll - Officers	260,000.00	11.6%
Payroll - Others	178,322.90	7.9%
Payroll Service	3,028.40	0.1%
Postage	690.53	0.0%
Printing	384.79	0.0%
Promotion	17,730.63	0.8%
Rent	23,700.00	1.1%
Supplies	733.31	0.0%
Taxes - Licenses & Permits		
Interstate Taxes	5,621.53	0.2%
Taxes - Licenses & Permits - Ot...	6,256.04	0.3%
Total Taxes - Licenses & Permits	11,877.57	0.5%

UNITED TELECOM, INC.
Income Statement
January through December 2009

	Jan - Dec 09	% of Income
Taxes - Other	742.00	0.0%
Taxes - Payroll	29,360.93	1.3%
Telephone and Communication	23,668.76	1.1%
Travel	20,586.86	0.9%
Total Expense	1,140,321.49	50.7%
Net Ordinary Income	600,835.20	26.7%
Other Income/Expense		
Other Income		
Interest Income	586.40	0.0%
Miscellaneous Income	10,072.39	0.4%
Total Other Income	10,658.79	0.5%
Other Expense		
Amortization	21.00	0.0%
Depreciation	2,623.43	0.1%
Income Tax Exp - State	6,604.00	0.3%
Total Other Expense	9,248.43	0.4%
Net Other Income	1,410.36	0.1%
Net Income	602,245.56	26.8%